

# The Odisha Gazette

EXTRAORDINARY  
PUBLISHED BY AUTHORITY

---

No. 540 CUTTACK, FRIDAY, APRIL 10, 2015/CHAITRA 20, 1937

---

## BHUBANESWAR DEVELOPMENT AUTHORITY

### NOTIFICATION

The 4th April 2015

No. 9505—ALMTV.-15/2015-BDA.—Whereas, the draft **Bhubaneswar Development Authority Estate (Management and Allotment) Regulations, 2015** prepared Under Section 124(2) (XIX) and (XX) of Odisha Development Authorities Act, 1982 (Act 14 of 1982) for disposal of property under Section 76 of the said Act 1982, read with Rule 52 of Odisha Development Authorities Rules, 1983, which the Bhubaneswar Development Authority proposes to make with the previous approval of State Government for efficient management and transparency in allotment of property by the Authority ;

Whereas, the above said draft of the Regulations is required to be published under Section 125 of the Odisha Development Authorities Act, 1982 in the Gazette for inviting objections / suggestions from all persons likely to be affected thereby for consideration of the Authority.

Now, therefore, in accordance with the provisions under sub-section (2) of Section 125, of the said Act, the draft **Bhubaneswar Development Authority Estate (Management and Allotment) Regulations 2015** is hereby published for information of all persons to file the written objections and suggestions to Secretary, BDA in the office of Bhubaneswar Development Authority, Akash Sova Building, Pandit Jawaharlal Nehru Marg, Bhubaneswar-751 001 and notice is hereby given that the said draft will be taken into consideration on expiry of a period of 15 (Fifteen) days from the date of Notification in the *Odisha Gazettee*.

Any objections/suggestions which may be received in writing from any person in respect of the said draft before the expiry of period so specified above will be considered by the Bhubaneswar Development Authority.

**BHUBANESWAR DEVELOPMENT AUTHORITY**  
**Estate (Management & Allotment) Regulations, 2015**

**CHAPTER I**

**General**

**1. Short Title, Application and Commencement :—**

- (1) These regulations will be called the Bhubaneswar Development Authority Estate (Management & Allotment) Regulations, 2015.
- (2) These regulations shall apply to those schemes of Bhubaneswar Development Authority in which dwelling units or commercial units are to be allotted by way of sale or hire-purchase or on license by the Authority.
- (3) These regulations shall come into effect on the date of their publication in the Official Gazette.

**2. Definitions—** In these regulations, unless the context otherwise requires;

- (1) “**Act**” means the Odisha Development Authorities Act, 1982;
- (2) “**Agency Agreement**” means an agreement between the Authority and the Registered Agency in regard to common areas and common services;
- (3) “**Allotment**” means allotment of a particular property to an applicant (s), by following the process as prescribed in these Regulations or Manual or Brochure;
- (4) “**Allotment Letter**” means a letter in such form as may be prescribed by the Authority from time to time for making allotment of a particular property to an applicant (s) on either purchase or hire-purchase or license agreement basis;
- (5) “**Allottee**” means a person(s) to whom a property has been allotted on either purchase or hire-purchase or license Agreement basis;
- (6) “**Applicant**” means a person who has submitted his application for allotment of a property by putting his/her signature or thumb impression on an application form or by submitting the same electronically, Online;
- (7) “**Application**” means an application made in such form as may be prescribed by the Authority from time to time;
- (8) “**Application Register**” means a register in which applications in response to public notice are entered either manually or electronically, categorywise in the order in which they have been received;

- (9) “**Authority**” means the Bhubaneswar Development Authority constituted under Section (3) of the Act;
- (10) “**Brochure**” Means the booklet of the Housing or Commercial Estate, in which the details of the dwelling or commercial units are indicated along with other details with regard to terms and condition and procedure of allotment etc. The same will be made available on the Official Website of the Authority for free download and printing;
- (11) “**Commercial Estate**” means a group of commercial units meant for the purpose of commerce, trade or business or otherwise and may comprise all or any of the following namely :—
- (a) A commercial unit
  - (b) Land under & appurtenant to such commercial unit
  - (c) Roads and paths, sewers, storm water drains, water supply and ancillary installations, street lighting and other similar amenities.
  - (d) Open space intended for recreation and ventilation
  - (e) Any other mandate (common area) or built up spaces developed for common use.
- (12) “**Commercial Unit**” means a built up property or developed plot or a part thereof, which is used or is intended to be used by a person for the purpose of commerce or trade;
- (13) “**Common Areas**” means those areas of the plot or premises or buildings which are in common use and includes the lands, gate-way, enclosure, compound walls, parks, open ground, passages, fardatiore, columns, girders, beams, supports, main wall, roots, halls, lobbies, fire escapes, parking areas, corridors staircase, fitting, fixture, light, if any, any installation whether for water supply or drainage or lighting or for any other purpose and all such facilities which are used or intended to be used in common as notified by the Authority;
- (14) “**Common Services**” in relation to common areas means the services which are required for maintenance, upkeep and management of the premises /Plot and Building areas including these common portions, use of which shall be regulated by the Registered Agency concerned;

- (15) **“Conveyance Deed”** means an agreement in the prescribed form between the Authority and the allottee or the registered agency, as the case may be, by which rights over the property are transferred to the purchaser or the Registered Agency on the terms and conditions as specified in the said agreement;
- (16) **“Disposal Price” or “Hire-Purchase Price” or “License Price”** means in relation to a property such price as may be fixed by the Authority for allotment of property by sale, hire-purchase or license, respectively;
- (17) **“Documental Charges”** means charges incurred in relation to a document or documents made in pursuance of these regulations and means and includes all charges such as stamp duty charges, registration charges, written charges, printing charges and plan charges etc.;
- (18) **“Dwelling Unit”** means a property that is Homestead Land or building or a part thereof which is used or is intended to be used by a family for habitation only;
- (19) **“Earnest Money Deposit (EMD)”** means the initial amount payable by an applicant along with his application for securing a property which shall be non-interest bearing;
- (20) **“Eligible person”** means a person who is entitled to the allotment of a particular property in accordance with the provisions of these regulations, Manual and Provisions of scheme given in the Brochure;
- (21) **“Flat”** means a portion of building, which can be delineated with definite outline on plan and which can be definitely marked on site, and which is a dwelling unit;
- (22) **“Family”** mean the allottee’s husband/wife, unmarried children and dependent parents or grandparents or siblings. In case where the allottee has no family of his own, the family members will mean his/her Class-I, legal heirs as defined in the law of Succession applicable to him;
- (23) **“Ground Rent”** in relation to a plot of land means the annual payment to be made for use by allottee of the plot or part thereof to the Authority;
- (24) **“Hire-purchase period”** means such period as may be specified for of a tenancy;
- (25) **“Hirer”** means a person who has participated in the hire-purchase system and who has signed the Hire-purchase Tenancy Agreement;

- (26) **“Hire-purchase” or “Hire-purchase System”** means a system in which a participant takes steps to secure rights in a property under a scheme by payment of an initial deposit and also a specified number of monthly installments spread over a specified number of years, during which he remains a tenant on the terms and conditions set for the purpose and on the expiry of the said years ceases to be a tenant and becomes purchaser of the property after payment and clearance of all dues;
- (27) **“Hire-purchase Tenancy Agreement”** means an agreement between the Authority and the hirer in the form prescribed in these regulations for disposal of property under the hire-purchase system;
- (28) **“Housing Estate”** means a group of Dwelling Units built by the Authority for dwelling purposes and may comprise all or any of the following; namely:—
- (a) a dwelling unit;
  - (b) land under and appurtenant to such dwelling unit ;
  - (c) roads and paths, sewers, storm water drains, water supply and ancillary installations, street lighting and other similar amenities;
  - (d) open spaces intended for recreations and ventilations;
  - (e) convenient shopping, schools, community hall or other amenity for common use;
- (29) **“License”** means a permission granted by the Authority to occupy or use a commercial or a dwelling unit, on terms and conditions as defined in the license agreement;
- (30) **“Licensee”** means a person who has entered into license agreement with Authority for use of commercial or dwelling units as per terms and conditions as prescribed in License Agreement;
- (31) **“License Agreement”** means an agreement, which defines terms and conditions of the authorization for use of dwelling or commercial unit by a licensee on payment of fees and charges as prescribed there under;
- (32) **“Nominee”** means a person belonging to his/her family who has been nominated by the hirer to be the person to whom rights and liabilities in the property shall be passed on in the event of his demise or similar contingencies;
- (33) **“OPDR”** means the Odisha Public Demand Recovery Act, 1962;

- (34) “**Owner**” includes a mortgagee in possession, a person who for the time being is receiving or is entitled to receive or has received, the rent or premium or any other consideration for any land whether on his own account or on account of, or on behalf of or for the benefit of any other person or who would so receive the rent or premium or any other consideration or be entitled to receive the rent or premium or any other consideration if the land were let-out to a tenant; and includes the Head of a Government Department, General Manager of a Railway, the Secretary, or other Principal Officer of a local authority, statutory authority or company, in respect of properties under their respective - controls;
- (35) “**Penalty**” means an additional amount as laid down in the relevant agreement payable by the allottee as a consequence of his default in the payment of prescribed dues or on default of any other terms and condition as prescribed in the relevant agreements;
- (36) “**Property**” means a dwelling unit or commercial unit or plot of land and includes common portions and common services thereof;
- (37) “**Property Allotment Committee**” means a committee constituted under these regulations;
- (38) “**Property Circumstances**” means the nature and condition of the building and premises, the type and the nature of construction, specification adopted therefore, material used, and the workmanship, stability or durability of the structure, the type of accommodation, pattern of installation, fittings, fixtures and other amenities and all such other things that constituted the property as they exist in the building for premises concerned;
- (39) “**Purchaser**” means a person, who has been allotted a property by way of sale;
- (40) “**Re-development**” means a scheme for taking up re-development of commercial or residential estates, which is duly prepared and approved by the Authority;
- (41) “**Registered Person**” means a person, who has registered himself/herself Online on Official Website of BDA and who has been allotted a Unique Account Number (UAN) with BDA;
- (42) “**Registration**” means process of Online registration by a person who is interested in allotment of a property by Authority and on basis of which such a person is allotted a Unique Account Number (UAN) with BDA.

- (43) “**Registered Agency**” means a body registered under these regulations for carrying out the provisions of these regulations and agreement made there under relating to common areas and common services till a society of owners is formed under the provisions of AOA Act, 1982 for maintenance, management of the common areas and facilities ;
- (44) “**Scheme**” means a scheme prepared and implemented by the Authority for creation of one or more Housing Estates or Commercial Estates or for other purpose;
- (45) “**Service Charges**” means the amount which the allottee has to pay as a monthly charge for the maintenance of common areas and common services;
- (46) “**Sites**” means sites formed in the layouts as determined by the Authority with different dimensions for allotment to persons belonging to Economically Weaker Section, Low, Middle and Higher Income Groups of People, including shop sites and Industrial sites to be allotted to individuals or institutions;
- (47) “**Tenancy Stipulations**” in relations to a hirer means the stipulations for the tenancy prescribed under these regulations and specified in the agreement;
- (48) “**Urban Local Body (ULB)**” means Urban Local Body duly notified as such by Government of Odisha;
- (49) “**Vice-Chairman**” means the Vice-Chairman of Bhubaneswar Development Authority.

## CHAPTER II

**Terms and Conditions of Allotment of Property**

- 3. Administration of Regulations and Delegation of Powers**—These regulations shall be administered by the Vice-Chairman, subject to guidance and resolutions of the Authority, who may delegate his powers to any officer of the Authority.
- 4. Execution of Agreements** —All agreements made under these regulations shall be executed on behalf of the Authority by the Vice-Chairman or such officer as may be authorized by him in this behalf.
- 5. Fixation of Price and mode of Allotment**—The authority shall allot all or any of its property ordinarily by any of the following modes on payment of the prices as fixed by the authority : \_
  - (1) Allotment by Sale: The allotment of property may be made by sale of property. The allottee in such cases will be known as Purchaser and the total price of the property fixed by the Authority will be termed as disposal price.
  - (2) Allotment by hire purchase: The allotment of property may be made under hire purchase system as described in these regulations. The allottee in such cases will be known as hirer and the total price of property fixed by the Authority will be termed as hire purchase price.
  - (3) Allotment by License: Authority may allot a property under license agreement as described in these regulations. In such cases, allottees only get an authorization to use the property for a period of time as decided by Authority under such license agreement. In these cases allottee will be known as Licensee and he will pay a license price, which will include EMD, advance license fees and a monthly license fees as decided by the Authority and as per terms and conditions of the license agreement.
- 6. Eligibility of Allotment :**
  - (1) **For Dwelling units:** The Dwelling Unit shall be allotted only to such family, who is not or has not been (in past) owner of any freehold or leasehold dwelling unit/ plot of land within the jurisdiction of the Bhubaneswar Development Authority and subject to such other conditions stipulated in the Brochure.
  - (2) **For Commercial unit:** The same shall be allotted only to such applicant, who is an Individual or a Company or Partnership Firm or Proprietorship Firm having a valid Trade License issued by concerned Local Body where the commercial unit is situated, Sales Tax (VAT) Registration, Service Tax Registration etc. as decided by the Authority from time to time.



- 7. Mode of Allotment**—All the properties will be allotted by mode of a Lottery and/or Auction in a transparent manner from amongst all the eligible applicants, who have successfully registered and applied as per conditions of brochure subject to provisions of these regulations. In case of auction, the mode of allotment prescribed in Chapter-II of Bhubaneswar Development Authority Land (Disposal and Allotment) Regulations-2015 will be followed.
- 8. Allottee to be enrolled as a Member of Registered Agency**—Every allottee shall enroll himself/herself as a member of the Registered Agency, which shall be registered as provided in these regulations. On allotment of a property, an allottee automatically becomes a member of the Registered Agency and a transferee thereafter becomes also a member. No allottee shall be entitled to the delivery of possession of the property unless such allottee has enrolled as a member of the Registered Agency.
- 9. Use of Property**—The property thus allotted shall be used for such purpose only as may be specified in the Agreement.
- 10. Payment of Documental Charges**—All documental charges shall be borne by the allottee.
- 11. Payment of Rates, Fees, etc.**—All rates, fees, taxes, charges, assessments, municipal or otherwise and other levies of whatsoever nature shall be paid by the allottee or the Registered Agency, as the case may be, and shall be payable by the allottee or the Registered Agency within such period as specified in this behalf;
- Provided that in case of failure on the part of the allottee or the Registered Agency to make such payment, the Authority shall have the power to recover the dues as arrears of land revenue under OPDR Act, 1962.
- 12. Manner of Payment of Disposal Price by the Purchaser :**
- (1) When a property is disposed of by sale, every applicant shall make an initial deposit a sum equal to 10 per centum of the disposal price of the property rounded to the next hundred along with the application. Such initial deposit shall be non-interest bearing.
  - (2) An applicant to whom the property has been allotted shall have to pay the balance amount of the disposal price (i.e. after adjusting the initial deposit) within such period as may be specified in the allotment letter.
  - (3) Authority shall have the sole and exclusive right over the deposit till it is adjusted or refunded with or without deduction as provided in these regulations.
  - (4) If the applicant fails to pay the balance amount within the specified period, the allotment shall be cancelled and a sum of money equal to 10 per centum of the disposal price or 20 per centum of total deposits made by him, whichever is higher, as on the date of cancellation, shall be forfeited and the balance amount shall be refunded.

- (5) For applicants, who have not been allotted any property, the deposit specified in sub-regulation (1) of Regulation 12 shall be refunded within 60 days from the day of completion of lottery.

### **13. Manner of Payments of Hire-Purchase Price :**

- (1) The hire purchase deposit shall be a sum as may be decided by Authority from time to time. Such deposit shall be non-interest bearing and shall be payable along with the application. Such deposit shall be adjusted after the expiry of the hire purchase period at the time of execution of the conveyance deed.
- (2) The Authority shall have the sole and exclusive right over the hire-purchase deposit till such time it is adjusted on the execution of the conveyance deed or refunded with or without deduction as provided in these regulations and the agreements made thereunder.
- (3) If the hirer fails to pay the amount or fails to fulfill the requirements as specified in the allotment letter then the allotment of property to hirer will be cancelled and a sum equal to twenty per centum of the total deposit on date, shall be forfeited and the balance amount will be refunded to the hirer within 60 days.
- (4) Period of Hire-Purchase - Unless otherwise specified by the Authority, the hire-purchase period shall be up to 15 (Fifteen) years.
- (5) Monthly Tenancy - Subject to above, the balance hire-purchase price of the property including interest thereon at such rates as may be prescribed by the Authority shall be recovered within 180 monthly installments. The amount of installment shall be fixed in the Scheme Brochure;

Provided if monthly installment is not paid by 10<sup>th</sup> of the month in which falling due then the hirer will be charged penal interest @ 18% per annum on the defaulted amount for the period of default. It is further provided that if the licensee defaults for more than two successive months then his allotment liable to be cancelled. In such cases, conditions of Regulation-13(3) will apply *mutatis mutandis* ;

Provided that on receipt of an application from the hirer, the Vice-Chairman may permit the payment of the outstanding hire-purchase price together with interest or other dues if any to be made in lump-sum on a date prior to completion of the hire-purchase period.

- (6) For applicants, who have not been allotted any property, the said deposit shall be refunded within 60 days.

### **14. Manner of Payments of License Price by the Licensee :**

- (1) The Licensee shall deposit a lump-sum amount as Earnest Money Deposit (EMD) as determined in the Brochure. Such deposit shall be non-interest bearing and shall be payable along with the application.

- (2) Subject to other provisions of these regulations, the Licensee shall pay a monthly license fee to the Authority as determined in the Brochure.
- (3) If such license fee is not paid by 10<sup>th</sup> of the month in which falling due then the Licensee will be charged interest @18% per annum on the defaulted amount. It is further provided that if the Licensee defaults for more than two successive months, then he is liable to be evicted without any notice by the Authority and any damages arising during the course of such eviction shall be the sole responsibility of the Licensee.
- (4) The licensee will have to pay advance license fees for a particular number of months, as indicated in Brochure.
- (5) After completion of the License period or on termination of License agreement, a sum of money equal to 50% of initial deposit shall be forfeited and the balance amount to be refunded to the Licensee after clearance and adjustment of all other dues.
- (6) The initial deposit amount will be refunded to the applicant, who was not successful in the allotment within 60 days from the date of conduct of lottery for allotment.
- (7) The Authority shall have the sole and exclusive right over the initial deposit till such time, it is refunded after deductions as provided in these Regulations and License Agreement.

**15. Payment of Charges for Maintenance of Roads etc.**—The allottee or the Registered Agency as the case may be, shall be liable to pay such charges, if any, incurred by the Authority on the maintenance of roads, water supply, drainage, street lighting and other civic services provided within a Housing or Commercial Estate.

**16. Administration of Common Areas/Services by the Registered Agency**—The Registered Agency shall be responsible for the maintenance, up-keep, running, control & regulation for use of common portions and common services of each block in a Housing or Commercial Estate and it shall be the duty of such Agency to administer these common areas and common services in accordance with the provisions of the relevant agreement. The allottee shall be liable to pay to the Registered Agency, the charges for this purpose, as decided by the Registered Agency in its general body meeting. In case of failure on the part of allottee to make such payment, the Registered Agency shall be empowered to disconnect utility connections and on written request from the Registered Agency the Authority shall have the power to recover such amount as arrears of land revenue and transfer the same to the Registered Agency.

## CHAPTER III

**Procedure for Allotment of Property**

- 17. Issue of Public Notice**—The Vice-Chairman or the officer authorized by him in this behalf shall cause a public notice to be issued, inviting applications for the allotment of property. The notice shall be published on official website of the Authority and also published as per provisions of Section 106 of the ODA Act.
- 18. Form of Application**—The application shall be made online in the form as prescribed by Authority.
- 19. Entry of Application in Register**—All applications as received shall be entered serially categorywise in the application register, which is maintained manually or electronically.
- 20. Application to be Acknowledged**—Every applicant will be given an acknowledgement by way of an electronic mail or SMS or printed receipt.
- 21. Rejection of invalid Applications**—Any application which is incomplete in any respect is liable to be rejected as invalid.
- 22. Constitution of Property Allotment Committee**—The Authority shall for the purpose of allotment of property under these regulations constitute a committee under Section 6 of the ODA Act to be called the Property Allotment Committee (hereinafter called the committee) consisting of 6 persons including the Vice-Chairman, who shall be the Presiding Officer of the Committee. The other members shall include Director (Housing) of H.&U.D. Department, Director of Estates, G. A. Department, Government of Odisha, Collector of the district in which estate is located, Finance-Member and Secretary of the Authority. The Secretary BDA will be the Member-Convener of this Committee.
- 23. Scrutiny of Applications**—The Committee shall determine which of the applicants are eligible for allotment and the decision of the Committee in this regard shall be final.
- 24. Draw of Lots**—The allotment of property to eligible applicants shall be made by draw of lots in presence of independent observers and under the supervision of the Property Allotment Committee. Where the number of eligible applicants exceeds the number of properties, lots shall be drawn to the extent of the number of properties available for allotment only;

Provided further that, if number of applicants are less than available properties then lot shall be drawn to allot a particular property to a particular applicant in the estate.

- 25. Formation of Groups of Allottee**—The committee shall thereafter prepare a final list of allottees and shall place them in such group or groups as may be desired expedient for the purpose of constituting a Registered Agency.
- 26. Entry of Final List of Allottees in a Register**—On the basis of final list of allottees drawn by the Committee, an allotment register shall be prepared in which names and other particulars of allottees shall be entered as prescribed.
- 27. Intimation about Allotment**—Intimation about allotment shall be sent to all persons selected for allotment whose names have been entered in the allotment register. The same shall also to be published on Official Website of the Authority.
- 28. Intimation about Grouping of Allottee**—Intimation about allotment mentioned in Regulation No. 27 shall include the grouping of allottees for the purpose of formation of Registered Agency as determined by the Committee.
- 29. Powers to Decide Representations**—The Property Allotment Committee shall have full powers to decide representations, if any, in regard to the selection of applicants for allotment of property.

## CHAPTER - IV

**Execution of Agreements, Deeds and Transfer of Ownership**

**30. Case of Disposal of Property by Sale:** When the property is disposed of by sale by Authority to purchaser, following must be followed for handing over of the possession and transfer of ownership :—

- (1) **Handing over of Possession of Property to purchaser :** When the property is disposed of by way of sale, the possession of the property shall be handed over to the purchaser subject to following :—
  - (a) Purchaser has made the required payments.
  - (b) For maintenance of common areas and common services in the Estate, Registered Agency has been constituted and duly registered under these regulations.
  - (c) Purchaser has enrolled himself/herself as a member of such Agency.
  - (d) The possession of common areas and common services of Estate has been handed over to the Registered Agency.
- (2) **Transfer of Ownership to Purchaser :** When the property is disposed of by way of sale, the allottee shall become the owner only after the full disposal price and all other dues have been paid by him to the Authority and the transfer of the property has been effected through a Conveyance Deed executed in such form as may be prescribed by the Authority and the common portions and common services have been transferred to the Agency through a Conveyance Deed executed in such form as may be prescribed by the Authority.

**31. For Property under Hire-Purchase System:**

- (1) **Execution of Agreements :**
  - (a) Each one of the hirers forming a Registered Agency shall execute a Hire-purchase Agreement in such form as may be prescribed by the Authority. The Registered Agency of which such hirer is a member shall also execute an agreement in such form as may be prescribed by the Authority in regard to common portions and common services.
  - (b) Every hirer shall before executing the said agreement pay to the Authority the instalment of the price as provided in Regulation-13.

(2) Handing over of Possession of Property (Hire-purchase) :

(a) The possession of the property shall be handed over to the hirer on the completion of the following events :—

- (i) The hirer has paid all the instalments due and such other dues as have been demanded by the Authority.
- (ii) The hirer has executed the agreement mentioned in Regulation No. 31(1) above.
- (iii) The Registered Agency of which the hirer is a member has been duly registered in the manner prescribed by Regulation and such Agency has executed an agreement with the Authority as provided in Regulation No. 31(1) above.

(b) The possession of the common portions and common services has been handed over to the Registered Agency after such Agency has executed the agreement prescribed in Regulation 31(1) above.

(3) Status of Hirer :

During the Hire-purchase period, a hirer shall remain the tenant of the Authority and shall have no other rights except that of tenancy.

(4) Hirer to Abide by Tenancy Stipulations :

During such period as a hirer remains a tenant; he shall abide by the tenancy stipulations as specified in the Hire-purchase Agreement.

(5) Enforcement of Provisions of Agreement :

If the hirer or the Registered Agency as the case may be fails to do a thing or refrain from doing thing as required by the agreement executed under these regulations, the Authority shall have the power to get such things done or prevent such things being done at the risk and cost of the defaulting party.

(6) Transfer of Ownership to Hirer :

The hirer shall cease to be a tenant and shall be the owner of the property only after the last instalment of hire-purchase and all other dues have been paid by him to the Authority and the transfer of the property to him has been effected through a Conveyance Deed executed in such form as may be prescribed by the Authority and the common portions and common services have been transferred to the Agency through a Conveyance Deed executed in such form as may be prescribed by the Authority.

**32. Handing over of possession to licensee:** The possession will be handed over to the allottee under license agreement subject to following :—

- (1) The licensee must have enrolled himself/herself as the Member of Registered Agency meant for maintenance of common portion and common services of Estate where the allotted property is located.

- (2) The licensee must have paid the advance license fee as decided by the authority.
- (3) The licensee would have cleared all the charges, taxes etc.
- (4) The licensee must have executed the license agreement.

**33. Transfer of Ownership of Assets by the purchaser or hirer :** The transfer of ownership of asset by the purchaser and hirer will be permitted subject to following condition :—

- (1) Minimum lock-in period of 5 years from the date of transfer of ownership as prescribed in Regulations 30 & 31 for purchaser and hirer, respectively.
- (2) Such transfer will be allowed on consent fees, which shall be equal to 25% of the differential amount between the original disposal or hire-purchase price of the property and market price of property on date of transfer by allottee to transferee. The detailed process for same will be prescribed by authority.
- (3) After such transfer is allowed, the transferee must become member of the Registered Agency and must abide by terms and condition of the Agency Agreement.
- (4) The transferee should also be eligible in terms of the eligibility criteria prescribed in Regulation-6.
- (5) Other terms and condition as decided by Authority from time to time.

**34. Mutation of Property:** The mutation of property in favour of Legal heirs will be allowed upon death of the original allottee. This will be subject to following conditions:—

- (1) Submission of Legal Heir Certificate from the appropriate Revenue/Civil Court.
- (2) An Indemnity Bond to be signed by all Legal Heirs for Indemnifying Authority against any future claims, objection and charges.
- (3) The same shall be allowed on payment of charges to be decided by Authority.
- (4) All documental charges to be paid.
- (5) Any other conditions, prescribed by the Authority from time to time.

**35. Lease Deed for Land under Flats :**

- (1) The land under and appurtenant to a property shall be allotted on leasehold basis jointly to the Registered Agency and the owners of property on such terms and conditions as may be determined by the Authority.
- (2) A lease deed for the land specified in sub-regulation (1) above shall be drawn up and executed in such form as may be prescribed by the Authority.

**36. Freehold Rights over Dwelling Units:**

Subject to approval of State Government, Authority may allow conversion of leased out dwelling units into freehold status on basis of detailed guidelines notified by it from time to time.



## CHAPTER V

**Registered Agency**

**37. Formation and Functions of Registered Agency :** All persons who have been allotted a property in a group in an estate as determined by regulation shall constitute themselves into a Registered Agency (hereinafter called Agency) under these regulations which shall include as its objects the following:—

- (1) To discharge such duties and responsibilities as are specified in these regulations and the agreements made thereunder for the proper maintenance, running, up keep and keeping in good repair common portions and common services of such property as have been allotted to its constituent members.
- (2) To pay on behalf of the Agency and on behalf of each constituent member of such Agency all rates, taxes, fees, charges, assessments municipal or otherwise and other levies of whatsoever nature as provided in the regulations and agreements executed with the Authority.
- (3) To look after the interest of constituent members.
- (4) To execute with the Authority agreements, lease deed or other documents as specified in these regulations.

**38. Constitution of Registered Agency :** The constitution of the Agency and the bye-laws governing its functioning shall be such as may be approved by the Authority.

**39. Application for Registration :** Every such Agency shall make an application to the Vice-Chairman for registration under these regulations.

**40. Registration of Agency :** The Vice-Chairman after she/he is satisfied that the constitution of the Agency is in consonance of these regulations, shall register such Agency and issue a certificate of registration to the Agency and a certificate of membership to each constituent member of the Agency.

Further, if so directed by the Vice-Chairman the Agency shall get itself registered under Societies Registration Act, 1860 within such period as may be prescribed in the scheme brochure.

**41. Execution of Documents by Agency :** No purchase agreement, hire or lease deed, or other documents shall be executed until the requirements of same have been completed.

**42. Election of Managing Committee :** The Vice-Chairman or officer authorized by him/her shall as soon as possible may call a meeting of the Agency for electing a President, Vice-President, Secretary, Treasurer and minimum three other members who shall together constitute the Managing Committee of the Agency.

**43. Time Limit for Execution of Agreement :** The Agency shall within such period as may be prescribed by the Vice-Chairman execute an agreement in regard to management and maintenance of the common portions and common services with the Authority.

**44. Responsibility of Registered Agency about Services :** The Agency and each of its constituent members shall be responsible for ensuring that:

- (1) no damage or deterioration of the common areas facilities and services by way of handed over in terms of the agreement under these regulations is caused;
- (2) no installation or equipment connected with or provided as part of water supply, sewerage, storm water drainage, electricity or other service shall be tampered with;
- (3) no construction within the property shall be made otherwise than with the prior sanction of the competent local authority;
- (4) no obstruction to a person duly authorized by the Registered Agency shall be caused in the discharge of his duties in connection with the matters arising out of the management of property and maintenance of common areas facilities and services ; and
- (5) no obstruction or misuse of common areas shall be made such as the following namely:—
  - (a) unauthorized occupying common passages, staircases, lifts approaches and the like;
  - (b) throwing garbage or refuse at places other than designated spaces;
  - (c) parking of vehicle at space other than designated parking place obstructing the free movement; and
  - (d) creating insanitation or nuisance.

**45. Liability of Constituent Member :** The liability of each constituent member shall be limited to the liability prescribed in the constitution of the Agency and as laid down in these regulations.

**46. Control by the Vice-Chairman over the Affairs of the agency :** The Vice-Chairman as the registering Authority shall have the power to:

- (1) call for information from the Managing Committee or any constituent member of the Agency in connection with the:
  - (a) affairs of the Agency;
  - (b) management of the Housing Estate; and
  - (c) relations between a constituent member and the Agency.

- (2) call an extra ordinary meeting of the Managing Committee or of the general body of the Agency, if in his opinion such a meeting is necessary or desirable;
- (3) inspect, on a complaint being made, such record and accounts of the Agency as he may deem fit ;
- (4) issue any directive for securing the efficient functioning of the affairs of the Agency or management of the Housing Estate, as the case may be which shall be binding on the Agency; and
- (5) revoke the registration of the Agency for good and sufficient reasons. Where the registration of an agency has been revoked in pursuance of Sub-Regulation, the Vice-Chairman may either direct the formation of a new Registered Agency or take over functioning of the Registered Agency himself or by the officer of the Authority in his behalf..

**47. Recovery of Dues :** Any dues payable to the Authority by the Agency or its constituent members shall be recovered by the Authority as arrears of land revenue under OPDR Act 1962.

**48. Settlement of Disputes :** If any dispute or difference of opinion arises between the President of the Managing Committee or the Managing Committee and a constituent member or amongst members themselves or between any party connected with the property by which the Agency and the constituent members are concerned in terms of agreements with the Authority, such dispute or difference of opinion shall be decided by the Vice-Chairman after hearing the parties concerned. The decision of Vice Chairman in this regard shall be final.

**49. Change of Constituents of Registered Agency :**

- (1) Deletion of Constituent: If allotment of a constituent is cancelled by the authority then he/she ceases to be the Member of the Registered Agency with immediate effect. Registered Agency is duty bound to inform same to all other constituents and take further steps as decided by Authority.
- (2) Substitution of Constituent: On transfer of the ownership which is duly approved by the Authority, the transferee shall be taken in by the Registered Agency as constituent member on terms and conditions, as applicable to other constituent members. No additional levy or fees can be charged by Registered Agency.
- (3) New Addition: If a fresh allotment is made by the authority for any of the vacant property in the estate, the new allottee shall become the member of Registered Agency.

- 50. Federation of Registered Agencies :** Whenever the Authority considers it necessary or expedient, it may direct all Registered Agencies in a Housing Estate to form a federation of such Registered Agencies for securing the management, up-keep and running of common amenities, till such time the amenities are not transferred to the local authority.
- 51. Transfer of Common Services to Local Authority :** When a 'Housing Estate' has been developed by the Authority, the Authority may require the local authority within whose limits such 'Housing Estate' is situated, to assume responsibility for the maintenance of all or any of the following amenities namely:
- (1) Roads and paths, sewers, storm water drains, water supply and ancillary installations, street lighting and other similar amenities;
  - (2) Open spaces /intended for recreation and ventilation;
  - (3) Convenient shopping, school, community hall or other amenity of common use and enjoyment on such terms and conditions as may be agreed upon between the Authority and that local authority.

## CHAPTER - VI

### Online Allotment of Dwelling & Commercial Units

**52. Online Registration:**

A person who wants to procure any property from BDA will be required to register online in the official website of BDA. The online registration shall require to capture bio-metric data or submission of UIDAI/AADHAAR number of all family members (above age of 5) at the time of registration.

**53. Unique Account Number (UAN):**

On basis of online registration, a Unique Account Number (UAN) will be generated. The same UAN shall be used by the applicant for all transactions with the BDA.

**54. Application for Property:**

As and when a public notice is issued for inviting applications for allotment of property by BDA, the registered person shall apply online through official website of BDA.

**55. Facilitation Centre:**

Persons not having access to computer & internet can visit Facilitation Centres notified by BDA for the purpose of online registration and application.

**56. Draw of Lot:**

The draw of lottery for allotment of property will be made on an IT Platform having randomization abilities in presence of independent observers. The detailed process will be decided by the Authority from time to time.

**57. Change of ownership, Mutation, NOC, Payment etc.:**

Any request for change of ownership, mutation, payment of dues or request for NOC etc. shall be made online through the same Unique Account Number (UAN).

**58. Transparency:**

All documents including affidavits submitted by applicant shall be put up in public domain for the purpose of social auditing.

## CHAPTER - VII

### Special Provisions

**59. Affordable Dwelling Units:**

A dwelling unit which is to be allotted as per State Affordable Housing Policy to Economically Weaker Sections (EWS) and Lower Income Group (LIG) families will have additional requirements of eligibility and additional terms & conditions for allotment of dwelling units. This is so as affordable Housing Units are highly subsidized out of public exchequer. Besides the general eligibility criteria prescribed in Regulation-6, the applicant has to also satisfy following additional eligibility criteria:

- (1) Income eligibility criteria for applicants applying for EWS & LIG Housing shall be as determined by Govt. of Odisha from time to time.
- (2) Dwelling Unit i.e. Flat/Apartment shall be occupied by him within six months of taking over of the possession of same.
- (3) Dwelling Unit cannot be put on rent by the allottee.
- (4) The minimum lock-in period for transfer of ownership by the beneficiary will be as determined by Government of Odisha from time to time.
- (5) The ownership can only be transferred to another beneficiary, who himself/herself is also eligible for allotment of an affordable housing unit and satisfies all the above said criteria.
- (6) Rest all provisions of this Regulation will apply mutatis-mutandis to the dwelling units constructed and allotted as per Affordable Housing Policy of State Government.

**60. Re-development Provisions:**

Authority may prepare and notify a scheme of Re-development of Estates. In such cases, allottees will be bound to participate in such scheme as per follow:

**(1) In case of Licenses –**

They must vacate the premises for re-development within 60 days of approval of the Scheme. Failing which license will be deemed to have been cancelled and he will be summarily evicted without any further notice and all deposits made by Licensee will be forfeited. If Licensee vacates the premises then payment of monthly license fees will be suspended during the period of redevelopment and he will be entitled to allotment of equivalent property of size not less than the size of the original property at similar terms and conditions in the re-developed property or as decided by the Authority.

**(2) In case of purchaser & hirer:**

The re-development scheme will be taken up if more than 80% of the allottees of the estate where property is located, have agreed to the provision of the re development scheme prepared by Authority.

**61. Refund by Authority:**

If amount is due to be refunded by the Authority to a person, then authority shall refund the same within 60 days from the date the refund is falling due, failing which it shall pay simple interest @ 9% on such deposit to the person concerned, from the due date.

**62. Auction of properties:**

All the dwelling units, allotments of which are cancelled for any reason shall be put to auction. Further Authority may decide that any other property may also be disposed off by auction. For taking up such auction regulations as applicable for allotment and development of land by way of auction will apply mutatis mutandis. Provided dwelling units meant for EWS & LIG Housing shall not be put to auction.

**63. Applicability to existing estates:**

All or any regulation or a group of regulations may be made applicable to the existing estates, as notified by Authority from time to time.

**64. Delegation of Power:**

The Authority may delegate all or any of its powers under these regulations to the Vice- Chairman or any Member or any Officer of the Authority.

**65. Power to prepare Manual for Allotment of Assets:**

BDA shall prepare a Manual on Allotment of Properties on the basis of these regulations, wherein detailed Standard Operating Procedures will be laid out by Authority. The same must be prepared within 60 days of notification of this regulation in Official Gazette. A copy of Manual shall be made available on official website of the Authority for information of all concerned.

**66. Removal of doubts:**

If any doubt arises, relating to interpretation, scope or application of these regulations, decision of the Authority shall be final.

**67. Power to Relax Regulations:**

In exceptional cases where the Authority is satisfied that operation of these regulations causes hardship in any particular case or where the Authority is of the opinion that it is necessary or expedient in public interest to do so, it may relax the provisions of these regulations in respect of the rate or other charge, interest, penalty, conditions imposed in relation to any allotment to such extent and subject to such conditions as it may consider necessary for dealing with the case in a just and equitable manner. This should be done with approval of State Government.

RANJAN KUMAR DAS

Secretary

Bhubaneswar Development Authority  
Bhubaneswar

# CONTENTS

Sl. No.	Subject	Page No.
	<b>CHAPTER I</b>	1—7
	<b>General</b>	
1	Short Title, Application and Commencement	
2	Definitions	
	<b>CHAPTER II</b>	8—11
	<b>Terms and Conditions of Allotment of Property</b>	
3	Administration of Regulations and Delegation of Powers	
4	Execution of Agreements	
5	Mode of Allotment and fixation of Price	
6	Eligibility of Allotment	
	(1) For Dwelling Units	
	(2) For Commercial Units	
7	Mode of Allotment	
8	Allottee to Enroll as a Member of Registered Agency	
9	Use of Property	
10	Payment of Documental Charges	
11	Payment of Rates, Fees, etc	
12	Manner of Payment of Disposal Price by the Purchaser	
13	Manner of Payments of Hire-Purchase Price	
14	Manner of Payments of License Price by the Licensee	
15	Payment of Charges for Maintenance of Roads etc	
16	Administration of Common Portions/Services by the Registered Agency	
	<b>CHAPTER III</b>	12—13
	<b>Procedure for Allotment of Property</b>	
17	Issue of Public Notice	
18	Form of Application	
19	Entry of Application in Register	
20	Application to be Acknowledged	
21	Rejection of invalid Applications	
22	Constitution of Property Allotment Committee	



Sl. No.	Subject	Page No.
23	Scrutiny of Applications	
24	Draw of Lots	
25	Formation of Groups of Allottee	
26	Entry of Final List of Allottees in a Register	
27	Intimation about Allotment	
28	Intimation about Grouping of Allottees	
29	Powers to Decide Representations	
	<b>CHAPTER IV</b>	14—16
	<b>Execution of Agreements, deeds and Transfer of ownership</b>	
30	Case of Disposal of Property by Sale	
	A. Handing over of Possession of Property to purchaser	
	B. Transfer of Ownership to Purchaser	
31	For Property under Hire Purchase System	
	(1) Execution of Agreements	
	(2) Handing over of Possession of Property (Hire-Purchase)	
	(3) Status of Hirer	
	(4) Hirer to abide by Tenancy stipulation	
	(5) Enforcement of provisions of Agreement	
	(6) Transfer of ownership of hirer	
32	Handing over of possession to Licensee	
33	Transfer of Ownership of Assets by the purchaser or hirer	
34	Mutation of Property	
35	Lease Deed for Land Under Flats	
36	Freehold rights over dwelling units	
	<b>CHAPTER V</b>	17—20
	<b>Registered Agency</b>	
37	Formation and Functions of Registered Agency	
38	Constitution of Registered Agency	
39	Application for Registration	
40	Registration of Agency	
41	Execution of Documents by Agency	
42	Election of Managing Committee	

Sl. No.	Subject	Page No.
43	Time Limit for Execution of Agreement	
44	Responsibility of Registered Agency about Services	
45	Liability of Constituent Member	
46	Control by the Vice-Chairman over the Affairs of the Agency	
47	Recovery of Dues	
48	Settlement of Disputes	
49	Change of Constituent of Registered Agency	
	(1) Deletion of constituent	
	(2) Substitution of constituent	
	(3) New addition	
50	Federation of Registered Agencies	
51	Transfer of Common Services to Local Authority	
	<b>CHAPTER-VI</b>	20—21
	<b>Online Allotment of Dwelling &amp; Commercial Units</b>	
52	Online Registration	
53	Unique Account Number (UAN)	
54	Application for Property	
55	Facilitation Centre	
56	Draw of Lot	
57	Change of ownership, Mutation, NOC, Payment etc	
58	Transparency	
	<b>CHAPTER-VII</b>	21—23
	<b>Special Provisions</b>	
59	Affordable Dwelling Units	
60	Re-development Provisions	
	(1) In case of Licenses	
	(2) In case of purchaser & hirer	
61	Refund by Authority	
62	Auction of properties	
63	Applicability to existing estate	
64	Delegation of Power	
65	Power to prepare Manual for Allotment of Assets	
66	Removal of doubts	
67	Power to relax regulations	